

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

July 1, 2008

CHANGE NOTICE NO. 1
OF
CONTRACT NO. 071B8200076
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE: Debbie Frear (888) 453-0021 Op2. 1
The Goodyear Tire & Rubber Company 1144 E. market Street D/709 Akron, OH 44316 Email: Debbie_Frear@Goodyear.com		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-0305 Jeffrey A. White
Contract Compliance Inspector: Jeffrey White (517) 373-0305 Contract Compliance Inspectors Dave Ancell, Jeff Turner, Dan Smith Tires & Tubes, Statewide		
CONTRACT PERIOD: From: January 15, 2008 To: January 15, 2013		
TERMS Net 30 Days	SHIPMENT In-Stock 48 Hours A.R.O. Out of Stock 15 Days A.R.O.	
F.O.B. Delivered within 25 Miles of Distributor	SHIPPED FROM Various	
MINIMUM DELIVERY REQUIREMENTS 1 Unit		
MISCELLANEOUS INFORMATION:		

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Please be advised that payment terms on this contract have been changed to allow agencies to pay via procurement card, direct voucher, or by electronic fund transfers (EFT).

The Contractor will work with their distributors to attain EFT compliance.
Distributors/Dealers should contact Debbie Frear, Goodyear Contract Representative to complete application for EFT certification.

Section 1.201, Customer Service/Ordering, shall have the following term added to this agreement.

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract.

All other terms and conditions remain the same.

AUTHORITY/REASON

Per DMB/Purchasing Operations

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$8,355,411.34

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

January 18, 2008

NOTICE
OF
CONTRACT NO. 071B8200076
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE: Debbie Frear (888) 453-0021 Op2. 1
The Goodyear Tire & Rubber Company 1144 E. market Street D/709 Akron, OH 44316 Email: Debbie_Frear@Goodyear.com		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-0305 Jeffrey A. White
Contract Compliance Inspector: Jeffrey White (517) 373-0305 Contract Compliance Inspectors Dave Ancell, Jeff Turner, Dan Smith Tires & Tubes, Statewide		
CONTRACT PERIOD: From: January 15, 2008 To: January 15, 2013		
TERMS Net 30 Days	SHIPMENT In-Stock 48 Hours A.R.O. Out of Stock 15 Days A.R.O.	
F.O.B. Delivered within 25 Miles of Distributor	SHIPPED FROM Various	
MINIMUM DELIVERY REQUIREMENTS 1 Unit		
MISCELLANEOUS INFORMATION:		

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

The terms and conditions of this Contract are those of ITB #07117200080, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: \$8,355,411.34

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B8200076
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE: Debbie Frear (888) 453-0021 Op2. 1
The Goodyear Tire & Rubber Company 1144 E. market Street D/709 Akron, OH 44316		VENDOR NUMBER/MAIL CODE
Email: Debbie_Frear@Goodyear.com		BUYER/CA (517) 373-0305 Jeffrey A. White
Contract Compliance Inspector: Jeffrey White (517) 373-0305 Contract Compliance Inspectors Dave Ancell, Jeff Turner, Dan Smith Tires & Tubes, Statewide		
CONTRACT PERIOD: From: January 15, 2008 To: January 15, 2013		
TERMS Net 30 Days	SHIPMENT In-Stock 48 Hours A.R.O. Out of Stock 15 Days A.R.O.	
F.O.B. Delivered within 25 Miles of Distributor	SHIPPED FROM Various	
MINIMUM DELIVERY REQUIREMENTS 1 Unit		
MISCELLANEOUS INFORMATION: THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT. The terms and conditions of this Contract are those of ITB #071I7200080, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence. Estimated Contract Value: \$8,355,411.34		

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I7200080. Orders for delivery will be issued directly by the Department of Management and Budget through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE VENDOR:

The Goodyear Tire & Rubber Company
Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

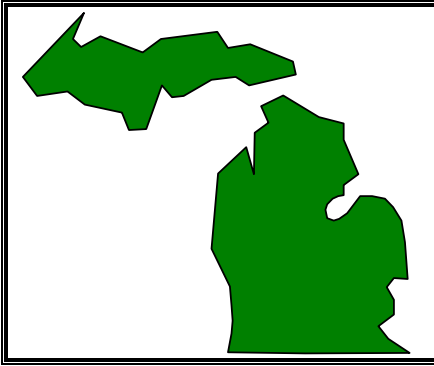
FOR THE STATE:

Signature
Anthony DesChenes, Director

Name/Title
Commodities Division, Purchasing
Operations

Division

Date



STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations

**State of Michigan Contract No. 071B8200076
Tire & Tube Contract, Statewide**

**Buyer Name: Jeffrey A. White
Telephone Number: (517) 373-0305
E-Mail Address: whitej1@michigan.gov**



Article1 – Statement of Work (SOW)	1
1.0 Introduction	1
1.001 DEFINING DOCUMENT	1
1.002 PROJECT TITLE AND DESCRIPTION	1
1.003 PROJECT CONTROL	1
1.004 COMMENCEMENT OF WORK	2
1.1 Product Quality	2
1.101 SPECIFICATIONS	2
1.102 RESEARCH AND DEVELOPMENT	2
1.103 QUALITY ASSURANCE PROGRAM	2
1.104 WARRANTY FOR PRODUCTS OR SERVICES	2
1.2 Service Capabilities	2
1.201 CUSTOMER SERVICE/ORDERING	2
1.202 TRAINING	3
1.203 REPORTING	3
1.204 SPECIAL PROGRAMS - Reserved	3
1.205 SECURITY	3
1.206 CATALOG	3
1.3 Delivery Capabilities	4
1.301 TIME FRAMES	4
1.302 MINIMUM ORDER	4
1.303 PACKAGING	4
1.304 PALLETIZING - Reserved	4
1.305 DELIVERY TERM	4
1.306 RESERVED FOR ACCEPTANCE OF DELIVERABLES/PARE EXPLANATION	5
1.4 Project Price	5
1.401 PROPOSAL PRICING	5
1.402 QUICK PAYMENT TERMS - Reserved	5
1.403 PRICE TERM	5
1.5 QUANTITY TERM	6
1.6 MANUFACTURER'S REBATE (INCENTIVES)	6
1.7 OPTIONAL SERVICES AND ACCESSORIES	6
1.8 DISTRIBUTION & SERVICE	6
1.9 PRODUCT RECALL	7
1.10 ORDER AUTHORIZATION	7
1.11 ELECTRONIC INVOICING	8
Article 2 – General Terms and Conditions	9
2.0 Introduction	9
2.001 GENERAL PURPOSE	9
2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR	9
2.003 NOTICE	10
2.004 CONTRACT TERM	10
2.005 GOVERNING LAW	10
2.006 APPLICABLE STATUTES	10
2.007 RELATIONSHIP OF THE PARTIES	11
2.008 HEADINGS	11
2.009 MERGER	11
2.010 SEVERABILITY	11
2.011 SURVIVORSHIP	11
2.012 NO WAIVER OF DEFAULT	11
2.013 PURCHASE ORDERS	11
2.1 Vendor/Contractor Obligations	12
2.101 ACCOUNTING RECORDS	12
2.102 NOTIFICATION OF OWNERSHIP	12
2.103 SOFTWARE COMPLIANCE	12
2.104 RESERVED	12
2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE) - Reserved	12
2.106 PREVAILING WAGE - Reserved	12



2.107	PAYROLL AND BASIC RECORDS - Reserved	12
2.109	CALL CENTER DISCLOSURE.....	12
2.2	Contract Performance	13
2.201	TIME IS OF THE ESSENCE	13
2.202	CONTRACT PAYMENT SCHEDULE - Reserved.....	13
2.203	POSSIBLE PROGRESS PAYMENTS - Reserved	13
2.204	POSSIBLE PERFORMANCE-BASED PAYMENTS - Reserved.....	13
2.205	ELECTRONIC PAYMENT AVAILABILITY	13
2.206	PERFORMANCE OF WORK BY CONTRACTOR - Reserved	13
2.3	Contract Rights and Obligations.....	13
2.301	INCURRING COSTS	13
2.302	CONTRACTOR RESPONSIBILITIES	13
2.303	ASSIGNMENT AND DELEGATION	13
2.304	TAXES	14
2.305	INDEMNIFICATION.....	14
2.306	LIMITATION OF LIABILITY	16
2.307	CONTRACT DISTRIBUTION	19
2.308	FORM, FUNCTION, AND UTILITY.....	19
2.309	ASSIGNMENT OF ANTITRUST CAUSE OF ACTION.....	19
2.310	PURCHASING FROM OTHER STATE AGENCIES - Reserved	19
2.311	TRANSITION ASSISTANCE	19
2.312	RESERVED	20
2.313	RESERVED	20
2.314	WEBSITE INCORPORATION	20
2.4	Contract Review and Evaluation	20
2.401	CONTRACT COMPLIANCE INSPECTOR.....	20
2.402	PERFORMANCE REVIEWS	20
2.403	AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS.....	21
2.5	Quality and Warranties	22
2.501	PROHIBITED PRODUCTS.....	22
2.502	QUALITY ASSURANCE - Reserved	22
2.503	INSPECTION	22
2.504	GENERAL WARRANTIES.....	22
2.505	CONTRACTOR WARRANTIES	22
2.506	STAFF.....	23
2.507	RESERVED	23
2.508	EQUIPMENT WARRANTY - Reserved	24
2.509	RESERVED	24
2.6	Breach of Contract.....	24
2.601	BREACH DEFINED	24
2.602	NOTICE AND THE RIGHT TO CURE	24
2.603	EXCUSABLE FAILURE	24
2.7	Remedies	25
2.701	CANCELLATION	25
2.702	RIGHTS UPON CANCELLATION	26
2.703	LIQUIDATED DAMAGES - Reserved	26
2.704	STOP WORK - Reserved	26
2.705	SUSPENSION OF WORK - Reserved	26
2.8	Changes, Modifications, and Amendments	26
2.801	APPROVALS	26
2.802	TIME EXTENTIONS	26
2.803	MODIFICATION.....	27
2.804	AUDIT AND RECORDS UPON MODIFICATION.....	27
2.805	CHANGES	27
ITEM LISTING		28

Attachments

Authorized Dealer List (6 Pages)



Article 1 – Statement of Work (SOW)

1.0 Introduction

1.001 DEFINING DOCUMENT

This is a Contract Agreement. This document contains or incorporates defined requirements, the specifications and scope of work, and all contractual terms and conditions.

1.002 PROJECT TITLE AND DESCRIPTION

The purpose of this Contract Agreement for the provision of Tires and Tubes of various categories for statewide availability to all State fleet vehicles, agencies and MiDEAL Members (authorized local units of government). Article 1 is designed to provide the contractor with information on requirements associated with this Contract Agreement.

Article 1 - SOW will be used by the State for the evaluation of contractor performance.

1.003 PROJECT CONTROL

Project Control

- a. **The Contractor will carry out this project under the direction and control of the Department of Management and Budget, Purchasing Operations.**
- b. **Although there will be continuous liaison with the Contractor team, the client agency's project director will meet annually as a minimum, or upon request by the contract administrator, with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise.**
- c. **The Contractor will submit brief written quarterly summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the client agency's project director; and notification of any significant deviation from previously agreed-upon work plans. A copy of this report will be forwarded to the named contract administrator in Purchasing Operations.**
- d. **Within five (5) working days of the award of the Contract, the Contractor will submit to the Department of Management and Budget (Vehicle and Travel Services Division) & the Michigan Department of Transportation (Automotive and Equipment Section) project directors for final approval a work plan, which must include the following:**

The Contractor's project organizational structure.

- (1) **The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with notification to the State. Goodyear assures the State that if staff significant to the performance of this contract identified within their proposal have to be replaced, they will be replaced with staff of like qualifications, and the State will be immediately advised of any changes.**

Reports

Goodyear will generate reporting as requested by the State. Goodyear can supply current year plus 1 prior year of usage. Usage reports will include product codes, sizes, descriptions, and dollar volumes for each product purchased by State Agencies and MiDEAL members.



1.004 COMMENCEMENT OF WORK

Contractor shall show acceptance of this agreement by signing two copies of this contract and returning them to the contract administrator. Contractor shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms, and the State issues a purchase order/contract release order to define authorization of performance of specific work.

1.1 Product Quality

1.101 SPECIFICATIONS

Definite Specifications - All tires and tubes shall be per product specifications show in the Goodyear, Federal Open Market & Net State Price List dated 3/1/07 for the brand or trade names referred to herein.

1.102 RESEARCH AND DEVELOPMENT

Goodyear is constantly developing new products, as market needs demand.

1.103 QUALITY ASSURANCE PROGRAM

Goodyear conforms to and certified to meet ISO 9001:2000 standards.

1.104 WARRANTY FOR PRODUCTS OR SERVICES

All manufacturer warranties are as stated in the Goodyear, Federal Open Market & Net State Price List dated 3/1/07.

1.2 Service Capabilities

1.201 CUSTOMER SERVICE/ORDERING

Orders are primarily placed through local supply points; all supply points will work with the ordering agency to handle their needs. Most tires are stocked and available for immediate delivery by the local supply point. If a tire is not in stock, tires may be ordered by the supply point from the local warehouse as needed by the agency. Depending on the timing of the order and supply point's regular shipping day, these tires will be delivered within 15 days. If a particular item is on backorder, the supply point will notify the agency. The Contractor has a statewide toll-free phone number, which is (888) 453-0021 Op2, 1. Contractor shall have internal controls, approved by Purchasing Operations, to insure that authorized individuals with the State place orders. The Contractor shall verify orders that have quantities that appear to be abnormal or excessive.

The Contractor has an accessible customer service department and sales representative and the contact person specifically assigned to State of Michigan accounts is Debbie Frear. The Contractor's customer service must respond to State agency inquiries promptly. The Contractor shall provide a statewide toll-free number for customer service calls, which is (888) 453-0021 Op2, 1.

Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.

All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

Orders may be issued by phone, by facsimile, electronically, or in stores.

At the request of Purchasing Operations, the Contractor shall have the ability to prevent items not listed in the contract from being purchased.

If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.



1.202 TRAINING

The Contractor agrees to provide training to individual agencies, when necessary, on aspects of ordering, shipping, billing, and receiving. At the request of the Contract Administrator, the Contractor shall provide in-service training to agency personnel on products, installation, and product safety issues. The Contractor shall also provide agency training jointly with the State as needed during the period covered by the contract, at no additional charge.

1.203 REPORTING

Goodyear will generate reporting as requested by the State. Goodyear can supply current year plus 1 prior year of usage. Usage reports will include product codes, sizes, descriptions, and dollar volumes for each product purchased by State Agencies and MiDEAL members.

The following reports may be requested, but are not required, by the State:

- a. Fill rate information for Contract and non-Contract items, statewide and by agency, which shall include the number of orders received, orders processed, back orders, partially filled orders, reorders, and total dollar amount spend. This report shall be submitted monthly by the 15th day of the month following the reporting period.
- b. Usage reports by agency for the State and authorized local units of government, statewide, indicating the number and price of each item sold. This report will be submitted monthly by the 15th day of the month following the reporting period.
- c. A list of items that should be placed on Contract and a list of items which should be removed from the Contract and the anticipated cost savings associated with these actions.
- d. Viable methods by which the State can save at least 3% of its total tire expenses during the next year. This report should be submitted annually 60 days prior to the Contract anniversary date.
- e. Custom reports that the Contract Compliance Inspector may request at any time on an as needed basis.

1.204 SPECIAL PROGRAMS - Reserved

1.205 SECURITY

This Contract may require frequent deliveries to State of Michigan facilities. If security background checks are performed on staff, the contractor shall indicate the name of the company that performs the check as well as provide a document stating that each employee has satisfactorily completed a security check and is suitable for assignment to State facilities. Upon request by the State, the contractor shall provide the results of all security background checks.

Upon review of the security measures performed by the contractor, the State will decide whether to issue State ID badges to the contractor's delivery personnel or accept the ID badge issued to delivery personnel by the contractor.

The State may decide to also perform a security background check. If so, the contractor will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number of driver license number would also be helpful).

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities.

1.206 CATALOG

The catalog relative to this contract is the Goodyear, Federal Open Market & Net State Price List dated 3/1/07, agencies may access the catalog electronically by registering at www.goodyear.com/gov. Once you have registered you will have access to: most up-to-date price list, identify products for vehicles, location of nearest retailer, and tire specification training.



- a) The Contractor shall provide, at no charge, the on-Contract catalog in hard copy to all State agencies without limitation as to quantity. (After award of contract, and ONLY upon request)
- b) The on-Contract catalog shall include all Contract items including product description, product number, units of measure, price, ordering instructions, return instructions, customer service telephone and fax numbers, and customer service hours of operation.
- c) All changes including supplements, deletions and price revisions must be approved by Purchasing Operations.
- d) Catalogs incorporating all changes will be issued once every twelve months.
- e) Updates/supplements to the catalog will be issued monthly when changes have been approved by Purchasing Operations.
- f) The Contractor will maintain a list of active State and MiDEAL customers to whom the Contractor will send all catalogs and supplements.
- g) The selling of the mailing lists containing the names of State customers is absolutely prohibited. Mailing of promotional materials may only be permitted with the prior approval of the Contract Administrator.

1.3 Delivery Capabilities

1.301 TIME FRAMES

It is requested that all orders be delivered within 48 hours after receipt of order. Most tires are stocked and available for immediate delivery by the local supply point. If a tire is not in stock, tires may be ordered by the supply point from the local warehouse as needed by the agency. Depending on the timing of the order and supply point's regular shipping day, these tires will be delivered within 15 days. If a particular item is on backorder, the supply point will notify the agency. The Contractor has a statewide toll-free phone number, which is (888) 453-0021 Op2, 1.

1.302 MINIMUM ORDER

The minimum order shall be one (1) unit.

1.303 PACKAGING

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

1.304 PALLETIZING - Reserved

1.305 DELIVERY TERM

Prices are "F.O.B. – Delivered" to any location within a 25 mile radius of the Dealership/Distributor/Sales Outlet". However, the majority of requirements will be for agency pick-up, or installation, at the Dealership/Distributor/Sales Outlets.

The contract contains a list of their authorized Dealership/Distributor/Sales Outlets that will provide product and/or services under this contracts.

The State also requires that bidders provide delivery service to locations beyond a 25 mile radius of Dealerships/Distributors/Sales Outlets, "F.O.B. – Shipping Point Prepaid and added" on all orders to any State designated location or authorized local unit of government.

Freight Charges – All shipments are to be delivered via the following carrier, or their own company trucks. Orders being shipped within the State of Michigan; use Alvan Motor Freight (Tel: (800) 632-4172, attention Earl Batenburg.

United Parcel Service (UPS) may be used in instances where the weight of the shipment is less than 150 lbs., or where shipments could be separated into smaller parcels such as three (3) 50 lb. packages.



If the Contractor fails to follow these shipping instructions, the State or authorized local unit of government shall pay the freight cost that would have occurred if these instructions were followed, the State or authorized local unit of government reserves the right to adjust invoices accordingly.

1.306 RESERVED FOR ACCEPTANCE OF DELIVERABLES/PARE EXPLANATION

1.4 Project Price

1.401 PROPOSAL PRICING

The 120 items listed within the contract reflect the major items purchased by the State and MiDEAL member's, however, both require a wide range of tires to meet their specific needs. The percentage of discount applied to the quoted items in a given group shall also be given to non-listed catalog items within the same group, for all products offered by the manufacturer in that group, though they are not specifically shown in the contract item listing. Prices shown on the contract Item Listing reflect the "State Net Unit Price" for each item.

The contractor was permitted to offer "Net Price Rates" on individual line items with a discount rate that differs from other items within the group, to offer the best available cost due to economy of scale. If a special discount was offered the contractor was to identify which items are bid at "Net Price Rates". The discount rate offered of the "Net Price Rate" items must be greater than or equal to the discount rate offered on "Non-Net Rate Items" within the group, "Net Price" are identified in the item listing.

STATE ADMINISTRATIVE FEE

The Contractor must collect a 2% Administrative Fee on the sales transacted under this contracts for MiDEAL Members, Authorized Local Units of Government purchases ONLY.

The 2% Administrative Fee shall be based upon the contract unit cost, without consideration of additions for optional equipment/services. The Contractor must remit the Administrative Fee in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The Administrative Fee is included in the contract prices.

The Contractor must pay the Administrative Fee collected by check. To ensure the payment is credited properly, the Contractor must identify the check as an "Administrative Fee" and include the following information with the payment:

An itemized quarterly reports, each line shall state the BPO (Contract Number), name of the MiDEAL Member, local unit of government which made a purchase, the item number purchased, the unit cost of the item purchased, the quantity purchased, the sales amount subject to the administrative fee, and the amount of the 2% administrative fee due the State of Michigan.

Contractor must forward the check to the following address:

Department of Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909

Please make check payable to: State of Michigan

1.402 QUICK PAYMENT TERMS - Reserved

1.403 PRICE TERM

Prices are the maximum for a period of 365 days from the date the Contract becomes effective.



Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operations also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

1.5 QUANTITY TERM

Vendor agrees to supply all that the State or authorized local unit of governments require

1.6 MANUFACTURER'S REBATE (INCENTIVES)

In any circumstance during or prior to completion of the contract, whereupon the State of Michigan and/or Authorized Local Units of Government (customer) becomes eligible to receive a rebate for any tires or tubes purchased under this contract, it shall be the prime contractors responsibility to inform the State of Michigan and Authorized Local Units of Government, in writing, of its qualification for such rebate and to advise the procedures of obtaining such rebates.

1.7 OPTIONAL SERVICES AND ACCESSORIES

Acquisitions for State of Michigan and/or Authorized Local Units of Government (customer) may require associated optional services and accessories. Dealerships/Distributors/Sales Outlets shall provide the optional services and accessories at prices that do not exceed their usual and customary charges. The State reserves the right to request supportive documentation, and/or to review Dealerships/Distributors/Sales Outlets and manufacturer's records to validate compliance.

1.8 DISTRIBUTION & SERVICE

The State of Michigan's vehicle fleet is assigned to various locations throughout the State, Authorized Local Units of Government (customer) may order direct from this contract. Therefore, the contractor must be capable of providing product and service on a statewide basis. The contractor has submitted a current list of all authorized Dealerships/Distributors/Sales Outlets in the State of Michigan, to include Dealerships/Distributors/Sales Outlets that may provide product and service from locations outside the borders of the State. Dealerships/Distributors/Sales Outlets must be able to provide products in compliance with all contract terms.

It is understood that the contractor may not have Dealerships/Distributors/Sales Outlets to provide product and service to every possible point of need. In addition, it is understood that the contractor may not have adequate stock for every immediate need. It is also understood that Dealerships/Distributors/Sales Outlets for the contractor may not be accessible within a reasonable distance from an immediate point of need. Therefore, the State of Michigan reserves the right to purchase tires from alternate sources.



1.9 PRODUCT RECALL

It shall be the contractor's responsibility to notify the State and/or authorized local unit of government of their qualifications for rebates or recalls, and to advise the procedures to secure tires under these programs. Information should include contractor and customer responsibilities, and the point of contact for programs of this nature.

1.10 ORDER AUTHORIZATION

It is understood that products purchased under this program are for the exclusive use of State of Michigan vehicles throughout the useful life of the tire and or tube.

The Wheels/Maintenance Assistance Program (MAP) maintains the State of Michigan's vehicles for the DMB, Vehicle Travel Services Division. There are approximately 8,000 vehicles enrolled in this program.

Vehicle operators for the State have been provided direction for securing approval to acquire tires, tubes, and services. Operators for vehicles managed by DMB Vehicle and Travel Services are to obtain prior approval from MAP for repair's, in addition, MAP will assist in identification of the appropriate Dealership/Distributor/Sales Outlet to be utilized.

It is understood that the contractor may not have Dealerships/Distributors/Sales Outlets to provide product and service to every possible point of need. In addition, it is understood that the contractor may not have adequate stock for every immediate need. It is also understood that Dealerships/Distributors/Sales Outlets for the contractor may not be accessible within a reasonable distance from an immediate point of need. Therefore, the State of Michigan reserves the right to purchase tires from alternate sources.

Any product or services purchased, which are not part of the Wheels/MAP program (vehicles which are identified by license plates beginning with 03, 04 and 11) will continue to be billed directly to the agency by the local Dealerships/Distributors/Sales Outlets. If in this third party billing arrangement, the third party does not pay the Supplier, the State of Michigan accepts responsibility for payment of tires, tubes and related services for properly identified state vehicles.

For vehicles not covered under the Wheel/MAP program the driver will be responsible to obtain authorization from the *appropriate* agency before proceeding with the purchase.

MAP must authorize all vehicle service over \$75.00 before the service is provided. MAP identification can be found on the back of the fuel card or in the MAP packet located with each vehicle. If a vendor performs service without obtaining approval through, MAP, the repairs made may not be authorized by MAP for payment.

A Maintenance Assistance Program guide will identify all eligible Wheel/MAP vehicles. The supplier must call Wheel/MAP for an authorization number. If the vehicle is covered under the Wheels/Map program, the outlet will be given an authorization number and specific ship to address. The Supplier must bill MAP, at Wheels Inc., who in turn will bill the State of Michigan. Vendors must be able to electronically bill using a third party consolidated billing program.

All tires and tubes will be billed at Contract pricing while non-contract product and services will be billed at the current best Government Account Rate, which shall not exceed usual and customary prices.

All questions from State agencies, Drivers, and Supplier dealers and/or stores should be directed to the Department of Management and Budgets Vehicle and Services Division @ (517) 322-5051.



1.11 ELECTRONIC INVOICING

Any product or services purchased, which are not part of the Wheels/MAP program (vehicles which are identified by license plates beginning with 03, 04 and 11) will continue to be billed directly to the agency by the local dealer or store. If in this third party billing arrangement, the third party does not pay the Supplier, the State of Michigan accepts responsibility for payment of tires, tubes and related services for properly identified state vehicles.

It is the preference of the State of Michigan that all billings and payments be coordinated as a central account on a direct basis with the tire manufacturer for all State purchases of tires and tubes. Authorized local units of government, however, must make payments directly to the local distributors/service locations.

**Article 2 – General Terms and Conditions**

2.0 Introduction

2.001 GENERAL PURPOSE

This Contract is for Tires and Tubes of various categories with statewide availability to all State fleet vehicles, agencies and MiDEAL Members (authorized local units of government). Exact quantities to be purchased are unknown, however, as the successful Contractor you will be required to furnish all such materials and services as may be ordered during the contract period. Quantities specified if any, are estimates based on prior purchases, and neither the State or Authorized local units of government will be obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the contractor(s) by various State Agencies on the Purchase Order Contract Release Form. Units of local government may also issue orders.

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, nonprofit hospital, institution of higher learning, or community or junior colleges. **As a result of the enactment of this legislation, the MiDEAL Purchasing Program has been developed. This program extends the use of State contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds.**

Contractors supply merchandise at the established State of Michigan Contract prices and terms directly to authorized MiDEAL Purchasing members. Inasmuch as these are non-State agencies, all purchase orders will be submitted by, invoices will be billed to, and the authorized MiDEAL Purchasing member on a direct and individual basis in accordance with Contract terms will remit payment.

IT IS MANDATORY THAT THIS CONTRACT BE MADE AVAILABLE TO ALL STATE OF MICHIGAN AGENCIES AND AUTHORIZED MIDEAL PURCHASING PROGRAM MEMBERS.

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

This Contract is issued by Purchasing Operations, State of Michigan, Department of Management and Budget, hereinafter known as Purchasing Operations. Where actions are a combination of those of Purchasing Operations and the State agencies, the authority will be known as the State.

Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Purchasing Operations is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Purchasing Operations will remain the SOLE POINT OF CONTACT throughout the procurement process.

Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the contract from any individual or office other than Purchasing Operations and the listed contract administrator

All communications covering this procurement must be addressed to contract administrator indicated below:

**Department of Management and Budget
Purchasing Operations
Attn: Jeffrey A. White
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 373-0305
whitej1@michigan.gov**

**2.003 NOTICE**

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

2.004 CONTRACT TERM

The term of this Contract will be for five (5) years and will commence with the issuance of a Contract. This will be January 15, 2008 through January 15, 2013.

The State reserves the right to exercise two (2) one-year options, at the sole option of the State with agreement with the contractor. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year, with contractor agreement.

Written notice will be provided to the Contractor within 60 days, provided that the State gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the State to an extension. If the State exercises this option with the agreement of the contractor, the extended contract shall be considered to include this option clause.

2.005 GOVERNING LAW

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this contract; some statutes are reflected in the clauses of this contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)

MI OSHA MCL §§ 408.1001 – 408.1094

Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.

Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.

MI Consumer Protection Act MCL §§ 445.901 – 445.922

Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.

Department of Civil Service Rules and regulations

Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.

Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.

MCL §§ 423.321, et seq.

MCL § 18.1264 (law regarding debarment)

Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.

Contract Work Hours and Safety Standards Act (CWHSA) 40 USCS § 327, et seq.

Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795

Rules and regulations of the Environmental Protection Agency

Internal Revenue Code

Rules and regulations of the Equal Employment Opportunity Commission (EEOC)

The Civil Rights Act of 1964, USCS Chapter 42

Title VII, 42 USCS §§ 2000e et seq.



The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.
The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.
The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.
The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.
The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.
Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106
Sherman Act, 15 U.S.C.S. § 1 et seq.
Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.
Clayton Act, 15 U.S.C.S. § 14 et seq.

2.007 RELATIONSHIP OF THE PARTIES

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

2.008 HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

2.009 MERGER

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

2.010 SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

2.011 SURVIVORSHIP

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

2.012 NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

2.013 PURCHASE ORDERS

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment. (See Order Authorization, section 1.10)



2.1 Vendor/Contractor Obligations

2.101 ACCOUNTING RECORDS

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

2.102 NOTIFICATION OF OWNERSHIP

The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Purchasing Operations within 30 days.
2. The Contractor shall also notify the Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

2.103 SOFTWARE COMPLIANCE

The vendor warrants that all software for which the vendor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

2.104 RESERVED

2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE) - Reserved

2.106 PREVAILING WAGE - Reserved

2.107 PAYROLL AND BASIC RECORDS - Reserved

2.109 CALL CENTER DISCLOSURE

Goodyear's call center for this contract is located at 1144 East Market Street, Dept/709, Akron, Ohio, the toll free number is (888) 453-0021 Op2, 1, other numbers are as follows: (330) 796-4603, Fax No. (330) 796-3404, Contract Manager is Debbie Frear.



2.2 Contract Performance
2.201 TIME IS OF THE ESSENCE

Contractor/Vendor is on notice that time is of the essence in the performance of this contract. Late performance may be considered a material breach of this contract, giving the State a right to invoke all remedies available to it under this contract.

2.202 CONTRACT PAYMENT SCHEDULE - Reserved

2.203 POSSIBLE PROGRESS PAYMENTS - Reserved

2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS - Reserved

2.205 ELECTRONIC PAYMENT AVAILABILITY

Electronic transfer of funds is available to State contractors. Vendor is REQUIRED to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

2.206 PERFORMANCE OF WORK BY CONTRACTOR - Reserved

2.3 Contract Rights and Obligations
2.301 INCURRING COSTS

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

2.302 CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract includes a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

2.303 ASSIGNMENT AND DELEGATION

The Contractor shall not have the right to assign this Contract, to assign its rights under this contract, or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Purchasing Operations.

The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Purchasing Operations has given written consent to the delegation.

The Contractor must notify the Director of Purchasing Operations before using a place of performance that is different from the address that the Contractor provided in the bid.



2.304 TAXES

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

2.305 INDEMNIFICATION

General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) a defective product provided or (2) negligent performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the negligent performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused by the negligence or reckless or intentional wrongful conduct of the State;
5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from a negligent act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages



(including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Code Indemnification - Reserved

Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause. The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

- (a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the



State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

2.306 LIMITATION OF LIABILITY

A. Insurance

The Contractor may be self-insured or purchase and maintain such insurance as will protect them from claims set forth below which may arise out of or result from the Contractor's operations under the Contract (Purchase Order. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State, solely as it relates to contractors actions.

The insurance shall be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor, unless self-insured, shall have an A.M. Best rating of A-VII or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. Companies that have been approved to do business in the State shall issue all policies of insurance required in this Contract.

See www.michigan.gov/cis



Where specific limits are shown, they are the minimum acceptable limits.

Before both parties sign the Contract or before the purchase order is issued by the State, the Contractor must furnish to the Director of Purchasing Operations, certificate(s) of insurance, unless self-insurance, verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Purchasing Operations, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909.

Failure to provide some form of evidence of coverage, may, at the State's sole option, result in this Contract's termination.

The Contractor is required to pay for and provide the type and amount of insurance checked below:

- ☒ 1. Commercial General Liability, Umbrella or Excess Liability with the following minimum coverage:

\$2,000,000	General Aggregate Limit other than Products/Completed Operations
\$2,000,000	Products/Completed Operations Aggregate Limit
\$1,000,000	Personal & Advertising Injury Limit
\$1,000,000	Each Occurrence Limit
\$500,000	Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the Commercial General Liability certificate. The Contractor also agrees to provide some form of evidence that insurance policies contain a waiver of subrogation by the insurance company.

- ☒ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law, unless self-insurance,

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the vehicle liability certificate, unless self-insurance. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company, unless self-insurance,

- ☒ 3. Workers' compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.



Any certificates of insurance received must also provide a list of states where the coverage is applicable, unless self-insurance.

The Contractor also agrees to provide some form of evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- ☒ 4. Employers liability insurance with the following minimum limits:
- | | |
|-----------|--------------------------|
| \$100,000 | each accident |
| \$100,000 | each employee by disease |
| \$500,000 | aggregate disease |
- ☐ 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).
- ☐ 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
- ☐ 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.
- ☐ 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and control of Contractor. Such policy shall cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State shall be endorsed on the policy as a loss payee as its interests appear.

B. Subcontractors

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

C. Certificates of Insurance and Other Requirements

Contractor shall furnish to the Office of Purchasing Operations certificate(s) of insurance, verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide



evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

2.307 CONTRACT DISTRIBUTION

Purchasing Operations shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

2.308 FORM, FUNCTION, AND UTILITY

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

2.310 PURCHASING FROM OTHER STATE AGENCIES - Reserved

2.311 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to 90 days after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance.



2.312 RESERVED

2.313 RESERVED

2.314 WEBSITE INCORPORATION

State expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

2.4 Contract Review and Evaluation

2.401 CONTRACT COMPLIANCE INSPECTOR

Upon receipt at Purchasing Operations of the properly executed Contract Agreement(s), the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of the Contract. However, overseeing the Contract implies no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Purchasing Operations. The Contract Compliance Inspectors for this project are:

David Ancell
Department of Management and Budget
Vehicle and Travel Services
6951 Crowner Drive
Lansing, MI 48909
(517) 322-5051 or ancelld@michigan.gov

and/or

Dan Smith or Jeff Turner
Michigan Department of Transportation
Automotive and Equipment Division
2522 W. Main St.
Lansing, MI 48917
(517) 334-7758 or smithd4@michigan.gov

2.402 PERFORMANCE REVIEWS

Purchasing Operations in conjunction with the Contract Administrator and/or the Contract Compliance Inspectors may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Purchasing Operations, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Purchasing Operations, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.



2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

- (a) **Inspection of Work Performed.** The State's authorized representatives shall at all reasonable times and with ten (10) days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon ten (10) Days prior written notice and during business hours, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that such access will not interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives, so long as no security, labor relations policies and propriety information policies are violated.
- (b) **Examination of Records.** No more than once per year, Contractor agrees that the State, including its duly authorized representatives, until the expiration of seven (7) years following the creation of the material (collectively, the "Audit Period"), shall, upon twenty (20) days prior written notice, have access to and the right to examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the terms and conditions of the Contract and with applicable laws and rules, including the State's procurement rules, regulations and procedures, and actual performance of the Contract for the purpose of conducting an audit, examination, excerpt and/or transcription but the State shall not have access to any information deemed confidential to Contractor to the extent such access would require such confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.
- (c) **Retention of Records.** Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.
- (d) **Audit Resolution.** If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within thirty (30) days from receipt of such report, unless a shorter response time is specified in such report. The Contractor and the State shall develop and agree upon an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in such audit report.
 - 1. **Errors.** If the audit demonstrates any errors in the statements provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four (4) quarterly statements. If a balance remains after four (4) quarterly statements, then the remaining amount will be due as a payment or refund within forty-five (45) days of the last quarterly statement that the balance appeared on or termination of the contract, whichever is earlier.



2. In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than ten (10%), then the Contractor shall pay all of the reasonable costs of the audit.

2.5 Quality and Warranties

2.501 PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change.

2.502 QUALITY ASSURANCE - Reserved

2.503 INSPECTION

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the Contractor fails to make arrangements within the specified time period.

2.504 GENERAL WARRANTIES

Manufacturer standard warranties shall apply to all products.

2.505 CONTRACTOR WARRANTIES

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor is capable in all respects of fulfilling and shall fulfill all of its obligations under this contract.



9. The contract appendices, attachments, and exhibits identify all equipment and software services necessary for the deliverable(s) to perform and operate in compliance with the contract's requirements.
10. The Contractor is the lawful owner or licensee of any Deliverable licensed or sold to the state by Contractor or developed by Contractor under this contract, and Contractor has all of the rights necessary to convey to the state the ownership rights or license use, as applicable, of any and all Deliverables.
11. If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items as set forth in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
12. The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Contractor.
13. The Contractor is qualified and registered to transact business in all locations where required.
14. Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.
15. All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the ITB or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor. All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, it true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

2.506 STAFF

The State reserves the right to approve the Contractor's assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State.

The Contractor shall not remove or reassign, without providing the State prior written notice, of the Key Personnel assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. The Contractor agrees that the continuity of Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key Personnel without the written notice to the State may be considered by the State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where Key Personnel must be replaced for reasons beyond the reasonable control of the Contractor including but not limited to illness, disability, resignation or termination of the Key Personnel's employment.

2.507 RESERVED



2.508 EQUIPMENT WARRANTY - Reserved

2.509 RESERVED

2.6 Breach of Contract

2.601 BREACH DEFINED

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this contract.

2.602 NOTICE AND THE RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; riot, strike, slowdown, or labor stoppage of any kind shall be considered outside the reasonable control of a party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in



performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.7 Remedies

2.701 CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. **Material Breach by the Contractor.** In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. **Cancellation For Convenience By the State.** The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. **Non-Appropriation.** In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract



- at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. **Criminal Conviction.** In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
 5. **Approvals Rescinded.** The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

2.702 RIGHTS UPON CANCELLATION

Termination Assistance. If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Contractor agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination assistance shall be at no additional charge to the State if the termination is for Contractor's Default pursuant to Section 2.602; otherwise the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.

2.703 LIQUIDATED DAMAGES - Reserved

2.704 STOP WORK - Reserved

2.705 SUSPENSION OF WORK - Reserved

2.8 Changes, Modifications, and Amendments

2.801 APPROVALS

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

2.802 TIME EXTENTIONS

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

**2.803 MODIFICATION**

Purchasing Operations reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. **IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor, with contractor agreement and approval of the contract administrator.

2.804 AUDIT AND RECORDS UPON MODIFICATION

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this contract to the Contract Administrator in Purchasing Operations. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of the contractor's records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

2.805 CHANGES

- a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

- b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor Compliance Inspector gives written confirmation of oral changes to the Contract Administrator written notice stating:

- (1) The date, circumstances, and source of the order; and
- (2) That the Contractor regards the order as a change order.

- c) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.



ITEM LISTING

Item No.	Group	Size/Type	Description	Net Unit Price
1.	7905	P225/70R15 100V S2 VRPTL Ref. Goodyear Eagle RS-A Product No. 732-478-500	Certified, Patrol Tire, Asymmetrical Tread Design	\$74.05
2.	7905	P235/70R15 102V S2 VRPTL Ref. Goodyear Eagle RS-A Product No. 732-807-500	Certified, Patrol Tire, Asymmetrical Tread Design	\$76.32
3.	7905	P225/60R16 97H S2 VRPTL Ref. Goodyear Eagle RS-A Product No. 732-366-500	Certified, Patrol Tire, Asymmetrical Tread Design	\$71.94
4.	7905	P225/60R16 97H S2 VRPTL Ref. Goodyear Eagle RS-A Product No. 732-354-500	Certified, Patrol Tire, Asymmetrical Tread Design	\$67.00
5.	7905	P225/60R16 97V S2 VSB RPTL Ref. Goodyear Eagle RS-A PL Product No. 732-354-148	Certified, Patrol Tire, Asymmetrical Tread Design	\$78.00
6.	7905	P235/55R17 98W S2 V RPTL Ref. Goodyear Eagle RS-A Product No. 732-002-500	Certified, Patrol Tire, Asymmetrical Tread Design	\$103.83
7.	7905	P225/60R16 97V S2 GW2B RPTL Ref. Goodyear Eagle UG Product No. 147-354-070	Certified, Patrol Tire, Directional Tread Design, Premium Performance Winter Traction	\$83.44
8.	7905	P225/60R18 99V Ref. Continental ProContact Product No. • Available 3 rd QTR 2007	Certified, Patrol Tire, Asymmetrical Tread Design	TBD
9.				N/A
10.	7905	P235/55R17 98V S2 B RPTL Ref. Goodyear Eagle UG GW3 Product No. 166-579-530	Certified, Patrol Tire, Directional Tread Design, High Performance Winter Traction	\$109.87



Item No.	Group	Size/Type	Description	Net Unit Price
11.				N/A
12.				N/A
13.	7925	P225/60R16 97S S2 RPTL Ref. Goodyear Eagle LS B Product No. 706-346-034	Performance Radial, Luxury Sport, All Season	\$73.21
14.	7925	P215/60R16 94T S2 RPTL Ref. Goodyear Eagle GA B Product No. 112-057-440	Performance Radial, Quite Ride, All Season, Large Contact Patch	\$70.61
15.	7925	P225/60R16 97S S2 RPTL Ref. Goodyear Eagle GA VB Product No. 112-346-606	Performance Radial, Quite Ride, All Season, Large Contact Patch	\$78.75
16.	7925	P225/60R16 97T S2 RPTL Ref. Goodyear Eagle GA V Product No. 112-517-413	Performance Radial, Quite Ride, All Season, Large Contact Patch	\$78.75
17.	7925	P215/60R15 93H SL SBTL Ref. Goodyear Eagle GT-HR Product No. 100-430-200	High Performance Radial, with Race Wrap, H - Rated	\$55.72
18.	7925	P215/60R16 94H SL SBTL Ref. Goodyear Eagle GT-HR Product No. 100-476-200	High Performance Radial, with Race Wrap, H - Rated	\$63.88
19.	7925	P225/60R16 97H SL SBTL Ref. Goodyear Eagle GT HR Product No. 100-392-200	High Performance Radial, with Race Wrap, H - Rated	\$67.78
20.	7925	P195/70R14 90T S1 Ref. Goodyear Regatta 2 BRPTL Product No. 187-047-016	Passenger Radial, All Season Design	\$46.21
21.	7925	P195/65R15 89T S1 Ref. Goodyear Regatta 2 BRPTL Product No. 187-405-016	Passenger Radial, All Season Design	\$57.08
22.	7925	P205/65R15 92T S1 Ref. Goodyear Regatta 2 BRPTL Product No. 187-406-016	Passenger Radial, All Season Design	\$58.31



Item No.	Group	Size/Type	Description	Net Unit Price
23.	7925	P215/65R15 95T S1 Ref. Goodyear Regatta 2 BRPTL Product No. 187-008-016	Passenger Radial, All Season Design	\$60.41
24.	7925	P215/60R16 94T S1 Ref. Goodyear Regatta 2 BRPTL Product No. 187-009-016	Passenger Radial, All Season Design	\$62.90
25.	7925	P225/60R16 97T S1 Ref. Goodyear Regatta 2 BDDRPTL Product No. 187-013-016	Passenger Radial, All Season Design	\$64.44
26.	7925	P205/75R15 95S S1 Ref. Goodyear Regatta 2 XRPTL Product No. 187-728-026	Passenger Radial, All Season Design	\$49.54
27.	7925	P205/70R15 95S S1 Ref. Goodyear Regatta 2 XRPTL Product No. 187-117-026	Passenger Radial, All Season Design	\$52.81
28.	7925	P215/70R15 97S S1 Ref. Goodyear Regatta 2 XRPTL Product No. 187-431-026	Passenger Radial, All Season Design	\$54.03
29.	7925	P205/75R15 97S S1 Ref. Goodyear Regatta 2 XRPTL Product No. 187-705-026	Passenger Radial, All Season Design	\$55.12
30.	7925	P215/75R15 100S S2 Ref. Goodyear Regatta 2 XRPTL Product No. 187-391-026	Passenger Radial, All Season Design	\$55.01
31.	7925	P235/75R15 105S S2 Ref. Goodyear Regatta 2 XRPTL Product No. 187-019-026	Passenger Radial, All Season Design	\$69.67
32.	7925	P195/70R14 90S S1 Ref. Goodyear Integrity VRPTL Product No. 402-827-047	Passenger Radial, All Season Design	\$41.55
33.	7925	P215/70R15 98S S1 Ref. Goodyear Integrity VRPTL Product No. 402-020-047	Passenger Radial, All Season Design	\$42.67



Item No.	Group	Size/Type	Description	Net Unit Price
34.	7925	P185/65R14 85S S1 Ref. Goodyear Integrity BRPTL Product No. 402-879-477	Passenger Radial, All Season Design	\$42.32
35.	7925	P195/65R15 89S S1 Ref. Goodyear Integrity BO PTL Product No. 402-017-477	Passenger Radial, All Season Design	\$51.33
36.	7925	P205/65R15 92T S1 Ref. Goodyear Integrity BRPTL Product No. 402-406-477	Passenger Radial, All Season Design	\$52.60
37.	7925	P205/75R14 95S S1 Ref. Goodyear Integrity XRPTL Product No. 402-728-436	Passenger Radial, All Season Design	\$43.23
38.	7925	P205/70R15 95S S1 Ref. Goodyear Integrity XRPTL Product No. 402-117-436	Passenger Radial, All Season Design	\$50.95
39.	7925	P215/70R15 97S S1 Ref. Goodyear Integrity VRPTL Product No. 402-431-436	Passenger Radial, All Season Design	\$50.91
40.	7925	P215/75R15 100S S1 Ref. Goodyear Integrity XRPTL Product No. 402-391-436	Passenger Radial, All Season Design	\$51.44
41.	7925	P195/70R14 90S S1 V RPTL Ref. Goodyear Conquest Product No. 768-827-827	Passenger Radial, All Season Design; Wet Traction, Rib Design	\$48.81
42.	7925	ST205/75R15 C TRLR OL BSLR L Ref. Goodyear Marathon Product No. 762-171-137	Passenger Radial, All Season Design; Double Belted for Trailer Towing	\$62.25
43.	7925	ST225/75R15 D TRLR OL BSLR L Ref. Goodyear Marathon Product No. 762-173-137	Passenger Radial, All Season Design; Double Belted for Trailer Towing	\$73.84
44.	7941	LT225/75R16E OL BSL TL Ref. Goodyear Wrangler HT Product No. 744-830-900	Light Truck/MPV All Weather, Touring	\$103.50 (Net price)



Item No.	Group	Size/Type	Description	Net Unit Price
45.	7941	LT245/75R16 120/116R E WRL HT O BSL TL Ref. Goodyear Wrangler HT Product No. 744-395-900	Light Truck/MPV All Weather, Touring	\$109.49 (Net price)
46.	7941	LT215/85R16E OL BSL TL Ref. Goodyear Wrangler HT Product No. 744-821-900	Light Truck/MPV All Weather, Touring	\$112.88
47.	7941	LT235/85R16E BSL TL Ref. Goodyear Wrangler HT/S Product No. 744-725-502	Light Truck/MPV All Weather, Touring	\$104.93
48.	7941	P225/75R16 104S S2 OWLRP Ref. Goodyear Wrangler ST Product No. 773-017 431	Light Truck/MPV Deep Tread, Wet Traction, Highway Design	\$88.28
49.	7941	P235/75R16 106S BSLRP Ref. Goodyear Wrangler ST Product No. 773-430-430	Light Truck/MPV Deep Tread, Wet Traction, Highway Design	\$85.14
50.	7941	P245/75R16 S2 BSLRPTL Ref. Goodyear Wrangler ST Product No. 773-217 430	Light Truck/MPV Deep Tread, Wet Traction, Highway Design	\$105.03
51.	7941	P215/75R15 100S S2 O TL Ref. Goodyear Wrangler RT/S Product No. 137-025-568	Light Truck/MPV All Weather, On/Off Road	\$66.54
52.	7941	P225/75R15 102S S2 O TL Ref. Goodyear Wrangler RT/S Product No. 137-064-568	Light Truck/MPV All Weather, On/Off Road	\$68.54
53.	7941	P235/75R15 105S S2 GO RPTL Ref. Goodyear Wrangler RT/S Product No. 137-406-090	Light Truck/MPV All Weather, On/Off Road	\$65.69
54.	7941	P235/75R15 108S XL L TL Ref. Goodyear Wrangler RT/S Product No. 137-441-045	Light Truck/MPV All Weather, On/Off Road	\$78.25
55.	7941	P235/75R15 105S S2 O TL Ref. Goodyear Wrangler RT/S Product No. 137-719-568	Light Truck/MPV All Weather, On/Off Road	\$65.69



Item No.	Group	Size/Type	Description	Net Unit Price
56.	7941	P235/70R16 104S S2 O TL Ref. Goodyear Wrangler RT/S Product No. 137-407-568	Light Truck/MPV All Weather, On/Off Road	\$85.47
57.	7941	P255/70R16 109S S2 O FS WL TL Ref. Goodyear Wrangler RT/S Product No. 137-840-039	Light Truck/MPV All Weather, On/Off Road	\$77.00 (Net price)
58.	7941	P265/70R16 111S S2 O TL Ref. Goodyear Wrangler RT/S Product No. 137-212-568	Light Truck/MPV All Weather, On/Off Road	\$96.92
59.	7941	P245/75R16 109S S2 TL Ref. Goodyear Wrangler RT/S Product No. 137-694-076	Light Truck/MPV All Weather, On/Off Road	\$84.97
60.	7941	LT245/75R16E OL OWLRP Ref. Goodyear Wrangler RT/S Product No. 749-353-060	Light Truck/MPV All Season, On/Off Highway	\$104.69
61.	7941	P265/75R16 114S S2 O TL Ref. Goodyear Wrangler RT/S Product No. 137-857-568	Light Truck/MPV All Weather, On/Off Road	\$89.96
62.	7941	P265/70R17 113S S2 FS WL TL Ref. Goodyear Wrangler RT/S Product No. 137-930-039	Light Truck/MPV All Weather, On/Off Road	\$100.39
63.	7941	P215/75R15 100S S2 B TL Ref. Goodyear Wrangler RT/S Product No. 137-025-783	Light Truck/MPV All Weather, On/Off Road	\$63.15
64.	7941	P235/75R15 105S S2 GB RPTL Ref. Goodyear Wrangler RT/S Product No. 137-719-091	Light Truck/MPV All Weather, On/Off Road	\$65.69
65.	7941	LT245/75R16E OL BSLRP Ref. Goodyear Wrangler RT/S Product No. 749-353-434	Light Truck/MPV All Season, On/Off Highway	\$100.28
66.	7941	LT265/75R16 123/120R SLRPTL Ref. Goodyear Wrangler RT/S Product No. 749-149-600	Light Truck/MPV All Season, On/Off Highway	\$111.28



Item No.	Group	Size/Type	Description	Net Unit Price
67.	7941	LT235/85R16E OL BSLRP Ref. Goodyear Wrangler RT/S Product No. 749-725-434	Light Truck/MPV All Season, On/Off Highway	\$96.00
68.	7941	LT225/75R16 110R ARMR D BSL TL Ref. Goodyear Wrangler SLT Product No. 748-513-188	Light Truck/MPV All Season, On/Off Road, Silent Running	\$103.67
69.	7941	LT245/75R16 120R ARMR E BSL TL Ref. Goodyear Wrangler SLT Product No. 748-395-188 Alternate Wrangler RT/S	Light Truck/MPV All Season, On/Off Road, Silent Running	\$114.53 \$100.28
70.	7941	LT235/85R16 120R ARMR E BSL TL Ref. Goodyear Wrangler SLT Product No. 748-049-188 Alternate Wrangler RT/S	Light Truck/MPV All Season, On/Off Road, Silent Running	\$104.03 \$96.00
71.	7941	LT245/75R16 108R ARMR C OWL TL Ref. Goodyear Wrangler SLT Product No. 748-514-189 Alternate LRD Wrangler RT/S	Light Truck/MPV All Season, On/Off Road, Silent Running	\$109.28 \$96.28
72.	7955	P245/75R16 109T ARMR SL OWL TL Ref. Goodyear Wrangler SLT Product No. 758-496-189	Light Truck/MPV All Season, On/Off Road, Highway Tread, Silent Running	\$103.31
73.	7941	LT265/75R16 123R ARMR E OWL TL Ref. Goodyear Wrangler SLT Product No. 748-149-189 Alternate Wrangler RT/S	Light Truck/MPV All Season, On/Off Road, Silent Running	\$122.45 \$111.28
74.	7941	LT235/75R15C XGR BSL TL Ref. Goodyear Workhorse SE Product No. 752-826-300	Light Truck/MPV All Season, On/Off Road, Heavy Duty Traction	\$83.11



Item No.	Group	Size/Type	Description	Net Unit Price
75.	7941	LT225/75R16 110/107Q D WHXG-OL SLRPTL Ref. Goodyear Workhorse XG Product No. 752-943-476	Light Truck/MPV All Season, On/Off Road, Heavy Duty Traction	\$101.80 (Net price)
76.	7941	LT245/75R16E OL BSLRPTL Ref. Goodyear Workhorse XG Product No. 752-353-068	Light Truck/MPV All Season, On/Off Road, Heavy Duty Traction	\$120.92
77.	7941	LT265/75R16 123/120P E XGR LBSL TL Ref. Goodyear Workhorse HS Product No. 752-937-300	Light Truck/MPV All Season, On/Off Road, Heavy Duty Traction	\$119.88
78.	7941	LT235/85R16E OL BSLRPTL Ref. Goodyear Workhorse XG Product No. 752-725-476	Light Truck/MPV All Season, On/Off Road, Heavy Duty Traction	\$119.74
79.	1170	LT225/75R16E G133 STTL Ref. Goodyear Unisteel D Product No. 139-830-700	Light Truck, Commercial Lug design, traction drive tire	\$154.66
80.	1170	LT225/75R16E G647 RSS TL Ref. Goodyear Unisteel D Product No. 139-830-080	Light Truck, Commercial Lug design, traction All Position Tire	\$168.50
81.	1170	LT225/75R16E G159 5R STTL Ref. Goodyear Unisteel D Product No. 139-825-359	Light Truck, Commercial Rib design, traction All Position Tire	\$169.51
82.	1170	LT235/85R16E G171 TL Ref. Goodyear Unisteel D Product No. 139-825-107	Light Truck, Commercial Aggressive Lug design, traction drive tire	\$180.36
83.	1170	8R19.5F G171 RSS TL Ref. Goodyear Unisteel D Product No. 139-699-107	Light Truck, Commercial Lug design, traction All Position Tire	\$190.30
84.	1170	225/70R19.5 F G647 RSS BL TL Ref. Goodyear Unisteel D Product No. 139-418-053 Alternate Dunlop SP342	Light Truck, Commercial Lug design, traction All Position Tire	\$215.66 \$195.03



Item No.	Group	Size/Type	Description	Net Unit Price
85.	1170	P225/70R19.5 F G124 TL Ref. Goodyear Unisteeel D Product No. 139-418-774	Light Truck, Commercial Lug design, traction drive tire	\$238.08
86.	1170	245/70R19.5 G124 TL G Ref. Goodyear Unisteeel D Product No. 139-913-774	Light Truck, Commercial Lug design, traction drive tire	\$251.45
87.	1170	245/70R19.5 G159 LP TL Ref. Goodyear Unisteeel D Product No. 139-913-972	Light Truck, Commercial Rib design, traction All Position Tire	\$254.28
88.	1170	245/70R19.5 133/131LG G647 RSS TL Ref. Goodyear Unisteeel D Product No. 139-177-080	Light Truck, Commercial Lug design, traction drive tire	\$215.13
89.	7955	10R22.5 F G124 TL Ref. Goodyear G124 Product No. 138-769-774	Medium Truck, Commercial, Lug Design, All Weather, Drive	\$234.76
90.	7955	10R22.5 F G149 RSA TL Ref. Goodyear G149 Product No. 138-947-125	Medium Truck, Commercial, Rib Design, Deep Non-Skid Tread, All Position	\$271.34
91.	7955	10R22.5 G G149 RSA TL Ref. Goodyear G149 Product No. 138-948-125 Alternate Dunlop SP160	Medium Truck, Commercial, Rib Design, Deep Non-Skid Tread, All Position	\$276.94 \$225.48
92.	7955	11R22.5 G G149 RSA TL Ref. Goodyear G149 Product No. 138-802-125	Medium Truck, Commercial, Rib Design, Deep Non-Skid Tread	\$266.90
93.	7955	11R22.5 G G167A TL Ref. Goodyear G167 Product No. 138-802-237 Alternate Dunlop SP 413A	Medium Truck, Commercial, Lug Design, High Mileage Drive	\$283.34 \$248.27



Item No.	Group	Size/Type	Description	Net Unit Price
94.	7955	11R22.5 G G328 TL Ref. Goodyear G328 Product No. 138-802-271	Medium Truck, Commercial, Lug Design, Extra Deep Tread High Mileage	\$317.35
95.	7955	11R22.5 G G164 RTD TL Ref. Goodyear G164 Product No. 138-802-453 Alternate Dunlop SP 431A	Medium Truck, Commercial, Premium Traction, Rib Design, Drive	\$283.34 \$248.27
96.	7955	11R22.5 G G182 RSD TL Ref. Goodyear G182 Product No. 138-802-111	Medium Truck, Commercial, Lug Design, All Weather, Drive	\$293.46
97.	7955	11R22.5 H G286 TL Ref. Goodyear G286 Product No. 138-799-554	Medium Truck, Commercial, Severe Service, On Road, All Position	\$294.95
98.	7955	11R22.5 H G164 RTD TL Ref. Goodyear G164 Product No. 138-803-453	Medium Truck, Commercial, Premium Traction, Rib Design, Drive	\$294.67
99.		Item Deleted Duplication of Item 97		
100.	7955	11R22.5 H G177 TL Ref. Goodyear G177 Product No. 138-803-230 Or Firestone T831 RAD ST Product No. 281557	Medium Truck, Commercial, Severe Service, Off Road, Drive	\$308.29
101.		Item Deleted Duplication of Item 105		
102.	7955	12R22.5 H G124 TL Ref. Goodyear G124 Product No. 138-864-774	Medium Truck, Commercial, Lug Design, All Weather, Drive	\$326.24
103.		Item Deleted Duplication of Item 107		



Item No.	Group	Size/Type	Description	Net Unit Price
104.		Item Deleted Duplication of Item 108		
105.	7955	12R22.5 H G149 RSA TL Ref. Goodyear G149 Product No. 138-864-186	Medium Truck, Commercial, Rib Design, Deep Non-Skid Tread	\$341.68
106.	7955	12R22.5 H G177 TL Ref. Goodyear G177 Product No. 138-864-230	Medium Truck, Commercial, Severe Service, Off Road, Drive	\$359.93
107.	7955	12R22.5 H G287 MSA TL Ref. Goodyear G287 Product No. 138-864-662	Medium Truck, Commercial, 80% on Road, Mixed Service, All Position	\$366.38
108.	7955	11R24.5 H G244 MSD TL Ref. Goodyear G244 Product No. 138-813-330	Medium Truck, Commercial, Mixed Service, On/Off Road, Drive	\$308.83
109.	7955	215/75R17.5 H G114 LP STTL Ref. Goodyear G114 LP Product No. 756-246-567	Medium Truck, Commercial, Low Profile, Premium Design, On/Off Road All Position, Tubeless	\$165.00
110.	7955	265/70R19.5 G G124 LP TL Ref. Goodyear G124 LP Product No. 756-921-657	Medium Truck, Commercial, Lug Design, All Weather, Drive	\$199.21
111.	7955	265/70R19.5 G G159 TL Ref. Goodyear G159 Product No. 756-921-903	Medium Truck, Commercial, Rib Design, Highway Tread, All Position	\$199.71
112.	7955	255/70R22.5 H G169 RSA TL Ref. Goodyear G169 RSA Product No. 756-780-519	Medium Truck, Commercial, Rib Design, Low Profile, Deep Tread, Steering, Tubeless	\$241.88



Item No.	Group	Size/Type	Description	Net Unit Price
113.	7955	275/70R22.5 H G169 RSA TL Ref. Goodyear G169 RSA Product No. 756-919-519	Medium Truck, Commercial, Rib Design, Low Profile, Deep Tread, Steering, Tubeless	\$256.46
114.	7955	315/80R22.5 J G291 LP TL Ref. Goodyear G291 LP Product No. 756-254-420	Medium Truck, Commercial, Low Profile, Premium Design, On/Off Road All Position, Tubeless	\$354.91
115.	7955	315/80R22.5 L G291 LP TL Ref. Goodyear G291 LP Product No. 756-256-420	Medium Truck, Commercial, Low Profile, Tubeless	\$362.82
116.	7955	315/80R22.5 L G286A TL Ref. Goodyear G286A Product No. 756-141-555	Medium Truck, Commercial, Low Profile, Premium Design, Severe Traction, On/Off Road All Position, Tubeless	\$438.26
117.	7955	315/80R22.5 L G286A HSS TL Ref. Goodyear G286A HSS Product No. 756-983-556	Medium Truck, Commercial, Premium Design, Severe Traction, On/Off Road, All Position	\$390.14
118.	1170	385/65R22.5 158J G286A SS Ref. Goodyear G286A Product No. 759-315-200	Light Truck, Commercial Severe Service, Super Single, On/Off Road	\$408.00
119.	1170	425/65R22.5 165L G286A SS Ref. Goodyear G286A Product No. 759-313-200	Light Truck, Commercial Severe Service, Super Single, On/Off Road	\$455.83
120.	7955	245/70R19.5 133/131LG RSA TL Ref. Goodyear G647 Product No. 139-913-774	Medium Truck, Commercial, Lug Design, Drive	\$251.45



Group	Group Number	Item Numbers	Description	Discount from Catalog for Non-Listed Items
1.	7905	1 through 12	Patrol Tires	48%
2.	7925	13 through 19	Performance Radial Tires	45%
3.	7925	20 through 43	Passenger Radial Tires	45%
4a.	7941	44 through 78	Light Truck Radial	44%
4b.	7941		Light Truck Bias	37%
5.	1170	79 through 88	Light and Medium Truck Commercial Radial	30%
6.	7955	89 through 120	Medium Truck Commercial Radial	42%
7.	7961	None Listed	Off-Road Bias	10%
8.	7962	None Listed	Off-Road Radial	15%



State of Michigan
Authorized Dealers

WEB_Name	Address	City	Sta	Postal	Telephone	Fax	Contact
LENAWEE TIRE & SUPPLY CO	1222 E MAUMEE	ADRIAN	MI	49221	5172632128	5172634675	L&L FELDKAMP-PRES
ALBION TIRE CITY INC	1407 N EATON ST	ALBION	MI	49224	5176294809	5176292071	MARK COLLIER-PRESIDENT
BELLE TIRE CO #7	3500 ENTERPRISE DR	ALLEN PARK	MI	48101	3132719400		BOB BARNES-CEO
BELLE TIRE	3501 WASHTENAW AVE	ANN ARBOR	MI	48104	7349756500	7349756513	BOB BARNES-CEO
BELLE TIRE CO #67	4049 JACKSON RD	ANN ARBOR	MI	48103	7343324800	7343320410	BOB BARNES-CEO
GOODYEAR AUTO SERVICE CTR	2260 W STADIUM BLVD	ANN ARBOR	MI	48103	7349945100	7349945691	KELLY CADEGAN-MGR
SPPEY AUTO SERVICE & CTR	3040 LOHR RD	ANN ARBOR	MI	48108	7349984700	7344643471	SURENDRA B GORREPATI-PRESIDENT
BELLE TIRE CO #70	770 BROWN RD	AUBURN HILLS	MI	48326	2483933200	2483933393	ROBERT BARNES-VP
JAKE'S AUTOMOTIVE	1080 N OPDYKE	AUBURN HILLS	MI	48326	2484750000	2484750882	JOSEPH JACOB
BAD AXE TIRE AND SERVICE	40 PIGEON ROAD	BAD AXE	MI	48413	9892696571		GREGORY TALSKI-PRES
HI TECH AUTO SERVICE	5276 BECKLEY RD	BATTLE CREEK	MI	49015	2699790000		RICHARD MENDLER-PRES
PHIL WALTER'S	5276 BECKLEY RD	BATTLE CREEK	MI	49015	2699790000	2699790034	A J FAUGHT-PRES
BELLE TIRE CO #73	915 CAPITAL AVE NE	BATTLE CREEK	MI	49017	2699620891	6169629387	DAVID F CHURCH-PRES
MILLARS TIRE TOWN	3930 WILDER RD	BAY CITY	MI	48706	9896719600	9896867962	ROBERT BARNES-VP
CAMPING WORLD	701 N EUCLID	BAY CITY	MI	48706	4197248515	9896842406	WILLIAM COX-PRESIDENT
WINGFOOT COMMERCIAL TIRE	43646 I-94 SERVICE DR	BELLEVILLE	MI	48111	8004468929	8056674419	TOM HIGH
FLYING J SERVICE CENTERS	8881 SAMUEL BARTON DR	BELLEVILLE	MI	48111	7343977110	7343973280	
BIG RAPIDS TIRE	1860 EAST NAPIER AVE	BENTON HARBOR	MI	49022	2699257547	2699257508	CLIFF FURLOIS-GENERAL MGR
TOM HALBEISEN INC.	1300 N STATE ST	BIG RAPIDS	MI	49307	2317964839	2317966638	STEVE BROCK-PRESIDENT
BELLE TIRE CO #79	835 HAYNES ST	BIRMINGHAM	MI	48009	2486473370	2486476082	TOM HALBEISEN-PRES
GREEN OAK TIRE INC	8722 WEST GRAND RIVER	BRIGHTON	MI	48116	8108440390	8108440394	BOB BARNES-CEO
BUDGET TIRE CO OF TAYLOR	7480 KENSINGTON RD	BRIGHTON	MI	48116	2484371753	2484372038	CARL T PEEVEY
BELLE TIRE CO #108	19800 ALLEN RD	BROWNSTOWN	MI	48183	7344791520	7344791119	PETE M SHRAKE-PRESIDENT
NORTHWEST TIRE AND SVC	2469 CENTER RD S	BURTON	MI	48519	8107428090	8108457601	BOB BARNES-CEO
NORTHWEST TIRE AND SVC	G-3111 S DORT HWY	BURTON	MI	48529	8107444720	8107444837	J E FAUGHT-PRESIDENT
BELLE TIRE	4055 E COURT	BURTON	MI	48509	8107442800		J E FAUGHT-PRES
PETERSON SERVICES INC	7667 GORDON INDUSTRIAL	BYRON CENTER	MI	49315	6162819800	6162812170	BOB BARNES-CEO
BELLE TIRE	324 N MITCHELL ST	CADILLAC	MI	49601	2317758681	2317757757	DONALD PETERSON-PRESIDENT
MARCH TIRE COMPANY	45875 FORD ROAD	CANTON	MI	48187	7348446001	7348441365	DON BARNES-PRESIDENT
SATURN TIRE	5759 SHELTON RD	CANTON	MI	48187	7344540440	7344549706	PAUL VAN HULL-PRES
BELLE TIRE	228 N MAIN	CEDAR SPRINGS	MI	49319	6166960300	6166960320	DAN CLARK
BELLE TIRE	24649 VAN DYKE	CENTER LINE	MI	48015	5867594343		BOB BARNES-CEO
BELLE TIRE	51310 GRATIOT	CHESTERFIELD	MI	48051	5869480700	5869482525	BOB BARNES-CEO
TRI-ACTION AUTO REPAIR	50002 GRATIOT	CHESTERFIELD	MI	48051	5869495100	5869497124	TIMOTHY D KLEIN-PRESIDENT
PHIL CAVILL'S TIRE & AUTO	1200 W 14 MILE ROAD	CLAWSON	MI	48017	2484357070	2484356119	PHILIP E CAVILL-PRESIDENT
WHOLESALE TIRE CO	12194 SAGINAW	CLIO	MI	48420	8106875010	8106870640	DAN BOIK-MGR
DALLY TIRE COMPANY	109 W CHICAGO ROAD	COLDWATER	MI	49036	5172785639	5172786829	CRAIG DALLY-OWNER
BELLE TIRE CO #40	1919 HAGGERTY RD	COMMERCE TOWNSHIP	MI	48350	2489268600	2486680257	ROBERT BARNES-VP
BELLE TIRE	1211 NOWLIN RD	DEARBORN	MI	48124	3135636100	3135630861	BOB BARNES-CEO
BELLE TIRE	15150 MICHIGAN AVE	DEARBORN	MI	48126	3135818473	3135815350	BOB BARNES-CEO
BELLE TIRE	8740 N TELEGRAPH RD	DEARBORN HEIGHTS	MI	48127	3135636700		ROBERT BARNES-VP



State of Michigan
Authorized Dealers

DEARBORN TOTAL AUTO INC	23420 VAN BORN RD	DEARBORN HEIGHTS	MI 48125 3132918410	3132913704	HARRY KIEF-PRESIDENT
BELLE TIRE	19400 GRAND RIVER	DETROIT	MI 48223 3135388900	3135386157	BOB BARNES-CEO
BELLE TIRE	750 S DIX	DETROIT	MI 48217 3138425100	3138427030	BOB BARNES-CEO
EAST DETROIT AUTO CARE	14540 GRATIOT AVE	DETROIT	MI 48205 3133719304	3133719304	MOHAMED AL-LAHHAM-OWNER
GOODYEAR AUTO SERVICE CTR	3075 E GRAND BLVD	DETROIT	MI 48202 3138733500	3138737034	MARTY WOLIN-MGR
GOODYEAR AUTO SERVICE CTR	14527 GREENFIELD AVE	DETROIT	MI 48227 3138374494	3138374496	RODNEY WADE-MGR
SCOTT TIRE SALES	10401 LYNDON	DETROIT	MI 48238 3139337700	3139335485	JOE CROSS-OWNER
TRADER RAY TIRE CENTER	2130 E JEFFERSON AVE	DETROIT	MI 48207- 3135680661	3135680018	JAMES TELLIER-SEC TRUS
WHEEL CITY AUTO CARE	19821 PLYMOUTH RD	DETROIT	MI 48228 3138357500	3138357964	ALI BEYDOUN-PRESIDENT
DIVISION TIRE & BATTERY	313 DIVISION ST	DOWAGIAC	MI 49047 2697825141	2697827972	STEVE GREEN-OWNER
ARIEL AUTOMOTIVE INC	33014 GRAND RIVER	FARMINGTON	MI 48336 2484770670	2484771327	FRANCIS X GRECH PRESIDENT
BELLE TIRE	22843 ORCHARD LAKE RD	FARMINGTON	MI 48336 2484745042	2484786555	BOB BARNES-CEO
WHOLESALE TIRE CO/	24641 CRESTVIEW CT	FARMINGTON HILLS	MI 48335- 2484711000	8104712547	HOWARD HANNA-MGR
BELLE TIRE	3759 OWEN RD	FENTON	MI 48430 8107501900		BOB BARNES-CEO
DEWEY'S AUTO CENTER, INC.	608 N LEROY ST	FENTON	MI 48430 8106292278	8106292243	NORM BREHMER-PRES
BELLE TIRE	2352 AUSTINS PARKWAY	FLINT	MI 48507 8102320100		BOB BARNES-CEO
BELLE TIRE CO #106 (C&B)	3817 FENTON RD	FLINT	MI 48503 8102382521		BOB BARNES-CEO
BELLE TIRE CO #107	G-1499 S LINDEN RD	FLINT	MI 48532 8107321972	8107328868	BOB BARNES-CEO
C & B TIRE	G-1499 LINDEN ROAD	FLINT	MI 48507 8107321972		
NORTHWEST TIRE AND SERVICE	G-3453 W PIERSON RD	FLINT	MI 48504 8107853433	8107855191	J E FAUGHT-PRES
NORTHWEST TIRE AND SERVICE	G-4545 MILLER RD	FLINT	MI 48507 8107327160	8107200156	J E FAUGHT-PRES
SCOTT TIRE SALES	2085 W HILL RD	FLINT	MI 48507 8102395530	8102395330	JOE CROSS-PRESR
GOODYEAR AUTO SERVICE CTR	4655 24TH AVE	FORT GRATIOT	MI 48059 8103858340	8103858397	
RANDY'S SERVICE	8030 MASON RD	FOWLERVILLE	MI 48836 5172238609	5172238955	RANDY KLEINSCHMIDT-OWNER
SWEET TIRE	100 CONNIE ST	FREMONT	MI 49412 2319244800	2319244800	NOEL M WILL-PRESIDENT
BELLE TIRE	33535 FORD RD	GARDEN CITY	MI 48135 7344251365	7344250082	BOB BARNES-CEO
GOODYEAR AUTO SERVICE CTR	29904 FORD RD	GARDEN CITY	MI 48135 7344226360	7344226380	SCOTT BURROWS-MGR
TRIPLE M TIRE	1641 OLD 27 SOUTH	GAYLORD	MI 49735- 9897329021	9897324927	LARRY K MILLER-PRES
TRIPLE M TIRE INC	846 EXPRESSWAY COURT	GAYLORD	MI 49735 9897327698	9897327698	LARRY K MILLER-PRES
GRAND BEACH TIRE AND AUTO	13964 GRAND AVE	GRAND BEACH	MI 49117 2694699402	2694699588	JERRY LOONEY-OWNER
Z-TIRE CTR OF GRAND HAVEN IN	17278 ROBBINS RD	GRAND HAVEN	MI 49417 6168461600	6168466111	JACK W LEATHERMAN-PRESIDENT
BELLE TIRE	3235 PLAINFIELD NE	GRAND RAPIDS	MI 49525 6163610400	6164479893	BOB BARNES-CEO
BELLE TIRE	3773 28TH STREET SE	GRAND RAPIDS	MI 49512- 6169548000		BOB BARNES-CEO
BELLE TIRE	3596 ALPINE NW	GRAND RAPIDS	MI 49504 6167846260		BOB BARNES-CEO
HI TECH AUTO SERVICE	3240 PLAINFIELD AVE NE	GRAND RAPIDS	MI 49505 6163648113		RICK MENDLER JR-OWNER
HI-TECH SERVICE	3240 PLAINFIELD AVE NE	GRAND RAPIDS	MI 49505 6163648113	6163645695	A J FAUGHT-PRES
HI-TECH SERVICE	2518 ALPINE NW	GRAND RAPIDS	MI 49504 6163649581	6163640646	A J FAUGHT-PRES
HI-TECH SERVICE	2518 ALPINE NW	GRAND RAPIDS	MI 49504- 6163649581		R L MENDLER JR-PRES
R H D INC	17 WILLIAMS S.W.	GRAND RAPIDS	MI 49503 6164590129		THOMAS I HAVILAND-PRES
RONDA TIRE	2985 BRETON RD SE	GRAND RAPIDS	MI 49512 6164565321	6164566176	DAVE RONDA
RONDA TIRE INC	130 MARKET SW	GRAND RAPIDS	MI 49503 6164565321	6164566176	
BELLE TIRE	2950 28TH STREET SW	GRANDVILLE	MI 49418 6165322700		BOB BARNES-CEO



State of Michigan
Authorized Dealers

WITTENBACH TIRE & AUTO INC	402 N LAFAYETTE	GREENVILLE	MI 48838	6167549124	6167547477	RON WITTENBACH-PRES
BELLE TIRE	18760 MACK AVE	GROSS PT FARMS	MI 48326	3138846180	3138840680	BOB BARNES-CEO
FINE LINE TIRE	634 HANCOCK ST	HANCOCK	MI 49930	9064826268	9064826488	PETE WESA-PRES
BRIAN'S TIRE & SERVICE	235 S JEFFERSON ST	HASTINGS	MI 49058	2699459549	2699450767	BRIAN L VAN AMAN-PRES
BELLE TIRE CO #69	3101 WEST SHORE DR	HOLLAND	MI 49424	6163997300	6163999170	BOB BARNES-CEO
REED'S TIRE SERVICE	12671 JAMES ST	HOLLAND	MI 49424	6163993070	6163992084	CHESTER REED-PRESIDENT
BELLE TIRE	3670 E GRAND RIVER	HOWELL	MI 48843	5175457715	5174547719	BOB BARNES-CEO
WINGFOOT COMMERCIAL TIRE	147 MORGAN DR	HOWELL	MI 48843	5175468441	5175462539	
CHERRY HILL MOTOR SPORT INC	27149 CHERRY HILL	INKSTER	MI 48141	3132783610	3132781059	CHARLIE HABHAB
EUREKA TIRE CO	105 STEPHENSON AVE	IRON MOUNTAIN	MI 49801	9067741002	9067744982	JACK WEDIN
NORTHLAND SUPER SERVICE	500 W GENESEE	IRON RIVER	MI 49935	9062659724	9062653456	KRIS HUGHES-PARTNER
GREGORY W PAULSEN	300 EAST MCLEOD AVE	IRONWOOD	MI 49938	9069322100	9069324581	GREGG PAULSON
WILLEYS TIRE SHOP	2ND & PEARL STS	ISHPEMING	MI 49849	9064866441	9064866187	MARCUS WILLEY
K & J TIRE SERVICE NORTHWES	2025 PARNELL RD	JACKSON	MI 49201	5177842522	5177842573	KEVIN & JULIE KAIL-OWNERS
K AND J TIRE AND SERVICE	224 N JACKSON	JACKSON	MI 49201	5177832522	5177832524	KEVIN KAIL-OWNER
MYGRANT TIRE CO INC	1705 E HIGH ST	JACKSON	MI 49204	5177886425	5177887682	TERRY MYGRANT
RONDA TIRE	341 CHURCH ST	JENISON	MI 49428	6164565321	6164566176	DAVE RONDA
NORM'S TIRE & SERVICE	410 BECK STREET	JONESVILLE	MI 49250	5178492714	5178497104	BRIAN L VANAMAN-PRESIDENT
BELLE TIRE CO #72	6780 WEST MAIN ST	KALAMAZOO	MI 49009	2693724000	2693724005	ROBERT BARNES-VP
BELLE TIRE CO #74	5790 GULL RD	KALAMAZOO	MI 49048	2693432700		BOB BARNES-CEO
WINGFOOT COMMERCIAL TIRE	3407 E CORK ST	KALAMAZOO	MI 49001	2693432141	2693436268	RICH KNAPP-MANAGER
JERRY'S TIRE	1413 2ND ST	LAKE ODESSA	MI 48849	6163748892	6163745891	MARK CARPENTER-PRES
BELLE TIRE #75	1432 LAPEER RD	LAKE ORION	MI 48360	2486936000	2486936006	BOB BARNES-CEO
BELLE TIRE	6615 PENNSYLVANIA	LANSING	MI 48911	5172722400	5178828636	BOB BARNES-CEO
BELLE TIRE #42	8624 W SAGINAW HWY	LANSING	MI 48917	5176273300	5176225441	BOB BARNES-CEO
GOODYEAR AUTO SERVICE CTR	1309 E MICHIGAN AVE	LANSING	MI 48912	5174821426	5174821420	RON SUMMERS-MGR
GOODYEAR AUTO SERVICE CTR	5107 W SAGINAW HWY	LANSING	MI 48917	5173214892	5173214894	DAVE ROBERTS-MGR
NORTHWEST TIRE & SVC INC	5600 S CEDAR ST	LANSING	MI 48911	5172721700	5172727646	JAMES FAUGHT-PRES
WINGFOOT COMMERCIAL TIRE	4600 CREYTS RD	LANSING	MI 48917	5173222336	5173220482	
GOODYEAR AUTO SERVICE CTR	1 EAST NEPESSING	LAPEER	MI 48446	8106642932	8106643460	KEVIN HILLSETH-MGR
BELLE TIRE	2260 DIX	LINCOLN PARK	MI 48146	3133880900	3133810861	BOB BARNES-CEO
BUDGET TIRE COMPANY OF TAY	3905 DIX RD	LINCOLN PARK	MI 48146	3139282960	3139288089	PETE M SHRAKE-PRESIDENT
BELLE TIRE	36591 PLYMOUTH RD	LIVONIA	MI 48150	7344254440	7344240035	BOB BARNES-CEO
BELLE TIRE	19601 MIDDLEBELT RD	LIVONIA	MI 48152	2484771100	2484772221	BOB BARNES-CEO
GOODYEAR AUTO SERVICE CTR	19424 MIDDLEBELT	LIVONIA	MI 48152	2484760900	2484760902	ROB WEDIN-MGR
RONDA TIRE	834 W MAIN ST	LOWELL	MI 49331	6164565321	6164566176	DAVE RONDA
AUTO SERVICE CTR OF LUDINGT	5781 WEST US 10	LUDINGTON	MI 49431	2318455161	2318456529	BRIAN K GILLIES-PRESIDENT
BELLE TIRE	15607 HALL RD	MACOMB	MI 48044	5862470050	5862473543	BOB BARNES-CEO
BELLE TIRE	32470 INDUSTRIAL	MADISON HEIGHTS	MI 48071	2485892130	2485890824	BOB BARNES-CEO
BELLE TIRE	401 W 14 MILE RD	MADISON HEIGHTS	MI 48071	2485858686	2485833229	BOB BARNES-CEO
BELLE TIRE	28501 DEQUINDRE	MADISON HEIGHTS	MI 48071	2485436444	2485433795	BOB BARNES-CEO
GOODYEAR AUTO SERVICE CTR	28581 DEQUINDRE	MADISON HEIGHTS	MI 48071	2485411244	2485415720	GARY LAMOTHE-MGR



State of Michigan
Authorized Dealers

GRAMES TIRE & BATTERY INC	472 EAST MAIN ST	MARCELLUS	MI 49067 6166469133	6166463262	GREG GRAMES-OWNER
WILLEYS TIRE SHOP	3140 WRIGHT ST	MARQUETTE	MI 49855 9062263511	9064866187	MARCUS H WILLEY-OWNER
MARYSVILLE TIRE & AUTO	3280 GRATIOT	MARYSVILLE	MI 48040- 8103644700	8103644620	JEFFREY SEMROW
NORTHWEST TIRE & SERVICE	725 S SAGINAW	MIDLAND	MI 48640- 9898351375		JAMES FAUGHT-PRES
GINMAN TIRE CO INC	665 W CLAY STREET	MUSKEGON	MI 49440 2317227831	2317265783	Herbert Ginman
TOM'S TIRE	25 APPLE ST	MUSKEGON	MI 49440- 2697226041	2317221805	MIKE KRAUSS-MGR
BLUE WATER FRAME & STRAIGH	53095 GRATIOT	NEW BALTIMORE	MI 48047 5867499211	5867498320	CLIFFORD B COX
STERLING CAR CARE	35361 23 MILE RD	NEW BALTIMORE	MI 48047- 5867258111	8107258914	GARY DEWIT-PRES
BELLE TIRE	42409 GRAND RIVER	NOVI	MI 48375 2483484348	2483488477	BOB BARNES-CEO
NOVI MOTIVE COMPANY	21530 NOVI RD	NOVI	MI 48375- 2483490430	2483498087	JOE WIDAK-PRES
HANSENS AUTO SERVICE	8210 W 9 MILE RD	OAK PARK	MI 48237- 2483981334	2483986909	JIM HANSEN
NORTHWEST TIRE AND SERVICE	2049 W GRAND RIVER AVE	OKEMOS	MI 48864- 5173471730		JIM FAUGHT-PRES
BLAKE OIL AND AUTO SERVICE	211 ONTONAGONI	ONTONAGON	MI 49953 9068842728		DAVID BLAKE-OWNER
SENG TIRE INC	6057 ST ANTHONY RD	OTTAWA LAKE	MI 49267 7348563387	7348563394	MARTIN SENG-PRES
REEVES WHEEL ALIGNMENT	206 S WATER ST	OWOSSO	MI 48867 9897232040	9897232153	C W REEVES-PRES
RICHARDS TIRE INC	1813 US 31 NORTH	PETOSKEY	MI 49770 2313477522	2313476866	FRANK KOZLOWSKI PRESIDENT
BELLE TIRE CO #71	1250 M89	PLAINWELL	MI 49080 2696851100	2696855349	BOB BARNES-CEO
BELLE TIRE	433 W ANN ARBOR RD	PLYMOUTH	MI 48170 7344535300	7344533903	BOB BARNES-CEO
MARCH TIRE COMPANY	767 S MAIN ST	PLYMOUTH	MI 48170 7344557800	7344557226	PAUL VAN HULL-PRES
GOODYEAR AUTO SERVICE CTR	50300 WOODWARD AVE	PONTIAC	MI 48342 2483356167	2483352221	
BELLE TIRE	1014 LAPEER	PORT HURON	MI 48060 8109843838	8109844042	BOB BARNES-CEO
SENG TIRE CO	1919 CLEVELAND	PORT HURON	MI 48060 8109842592	8109845135	MARTIN SENG-PRES
BELLE TIRE CO #68	6283 WESTNEDGE AVE	PORTAGE	MI 49002 2693234600		BOB BARNES-CEO
GOODYEAR AUTO SERVICE CTR	5029 SO WESTEDGE	PORTAGE	MI 49081 2693825600	2693822158	JACK RAYMOND-MGR
KEUSCH SUPER SERVICE, INC	118 GRAND RIVER AVE	PORTLAND	MI 48875 5176477501	5176477503	RICHARD KEUSCH-PRES
TRIPLE M TIRE	23670 US 23 SOUTH	PRESQUE ISLE	MI 49777 9895952713	5175952635	LARRY MILLER-PRES
BELLE TIRE	12606 INKSTER RD	REDFORD	MI 48239 3139370400	3139378202	BOB BARNES-CEO
GOODYEAR AUTO SERVICE CTR	13955 TELEGRAPH	REDFORD	MI 48239 3135316460	3135316923	CINDY MANNING-MGR
GINGRICH TIRE CENTER	102 S SHERIDON	REMUS	MI 49340- 9899673541	9899678569	MICHAEL GINGRICH-OWNER
GOODYEAR AUTO SERVICE CTR	226 MAIN ST	ROCHESTER	MI 48307 2486514007	2486514246	
BELLE TIRE	2740 ROCHESTER RD S	ROCHESTER HILLS	MI 48307 2482995775	2482995775	BOB BARNES-CEO
SCOTT TIRE SALES INC	15515 WAYNE RD	ROMULUS	MI 48174- 7349411577	9897538404	JOE CROSS-OWNER
BELLE TIRE	25500 GRATIOT AVE	ROSEVILLE	MI 48066 5867795400	8107794433	BOB BARNES-CEO
BELLE TIRE	32700 GRATIOT AVE	ROSEVILLE	MI 48066 5862938473	8102939495	BOB BARNES-CEO
BUDGET AUTO CARE	26741 GRATIOT	ROSEVILLE	MI 48066- 5867777711	5867778690	LARRY J FINAZZO-OWNER
BELLE TIRE	200 S STEPHENSON HWY	ROYAL OAK	MI 48067 2483999800	2483992136	BOB BARNES-CEO
BELLE TIRE	31053 WOODWARD AVE	ROYAL OAK	MI 48073 2485492200	2485496232	BOB BARNES-CEO
BELLE TIRE CO	3360 TITTABAWASSEE RD	SAGINAW	MI 48604 9897914200		BOB BARNES-CEO
NORTHWEST TIRE & SERVICE	2710 TITTABAWASSEE RD	SAGINAW	MI 48604 9897998263		J E FAUGHT-PRES
NORTHWEST TIRE AND SERVICE	421 S WASHINGTON	SAGINAW	MI 48607 9897550547		J E FAUGHT-PRES
NORTHWEST TIRE AND SERVICE	8150 GRATIOT	SAGINAW	MI 48603 5176422259		JIM FAUGHT-PRES
NORTHWEST TIRE AND SERVICE	4961 STATE ST	SAGINAW	MI 48603- 9897995540		JAMES FAUGHT-PRES



State of Michigan
Authorized Dealers

SCOTT TIRE SALES	447 GALLAGHER	SAGINAW	MI 48601 9897533898	9897538404	JOE CROSS-OWNER
TRIPLE M TIRE INC	4265 E HOLLAND AVE	SAGINAW	MI 48601 9897329021	9897324927	LARRY MILLER-PRES
BELLE TIRE	25001 HARPER	SAINT CLAIR SHORES	MI 48080 5867732800	8107732800	BOB BARNES-CEO
WINGFOOT COMMERCIAL TIRE	225 PALLADIUM DR	SAINT JOSEPH	MI 49085 2694280400	2694280480	JIM ELSTON-MGR
SANDUSKY TIRE COMPANY	362 SOUTH ELK	SANDUSKY	MI 48471 8106482626	8106489526	DANIEL P LONG-OWNER
AUTO CENTER PIT STOP	276 W THREE MILE RD	SAULT SAINTE MARIE	MI 49783 9066357300		STAN J CARUSO-PRESIDENT
BELLE TIRE	50720 VAN DYKE	SHELBY	MI 48317 5867319900	8107310660	BOB BARNES-CEO
RONDA TIRE	109 W BRIDGE ST	SIX LAKES	MI 48886 9893653873		DAVE RONDA-PRESIDENT
ROMES STANDARD SERVICE INC	09605 BLUE STAR MEM HWY	SOUTH HAVEN	MI 49090 2696375800	2696374641	KEITH A RYDECKI-PRESIDENT
BELLE TIRE	30699 SOUTHFIELD RD	SOUTHFIELD	MI 48076 2485935900	2485931453	BOB BARNES-CEO
BELLE TIRE	28825 TELEGRAPH RD	SOUTHFIELD	MI 48034 2482081800	2483531491	BOB BARNES-CEO
BELLE TIRE	15555 EUREKA RD	SOUTHGATE	MI 48195 7342820100	7342820528	BOB BARNES-CEO
LAKESIDE AUTO SERVICE CENTR	14953 CLEVELAND	SPRING LAKE	MI 49456 6168421020	6168421110	JASON FULLER-PRESIDENT
STEPHENSON MKTG. COOP INC.	660 ROAD A	STEPHENSON	MI 49887 9067532207	9067536222	HAROLD SCHLEVOGT-PRES
BELLE TIRE	39999 VAN DYKE	STERLING HEIGHTS	MI 48313 5869790211		BOB BARNES-CEO
BILLS AUTOMOTIVE	40588 MOUND RD	STERLING HEIGHTS	MI 48310 5869781070	5869788239	WILLIAM E ZOYES-PRES
STERLING CAR CARE	6331 METROPOLITAN PKWA	STERLING HTS	MI 48312 5869390230	5869399255	GARY G DEWITT-PRES
JACK'S AUTO SERVICE	406 N NOTTAWA	STURGIS	MI 49091 2696515707	6166517476	MARK CARPENTER-PRES
BELLE TIRE	10812 PELHAM	TAYLOR	MI 48180 3132918550	3132913754	BOB BARNES-CEO
BELLE TIRE	23533 EUREKA RD	TAYLOR	MI 48180 7342874440	7342871143	BOB BARNES-CEO
MUSCAT TIRE	9545 TELEGRAPH RD	TAYLOR	MI 48180 3132926888	3132926888	EMMANUEL MUSCAT-PARTNER
AUTO SERVICE CENTER INC.	436 W FRONT ST	TRAVERSE CITY	MI 49684 2319222600	2319222619	LARRY GORTON-PRES
BELLE TIRE	2825 US 31S	TRAVERSE CITY	MI 49684 2319473400		BOB BARNES-CEO
BELLE TIRE	1650 W MAPLE	TROY	MI 48084 2486492250	2486492360	BOB BARNES-CEO
BELLE TIRE	4966 ROCHESTER RD	TROY	MI 48098 2485281818	2485281823	BOB BARNES-CEO
GARY KNUREK INC	1973 LIVERNOIS	TROY	MI 48083 2483620350	2483621267	GARY KNOUREK-OWNER
REY'S AUTO AND TIRE CENTER	45450 SCHOENHERR RD	UTICA	MI 48315- 5865660009	5865667744	MAURICE A REYGAERT-PRES
BELLE TIRE	32699 VAN DYKE	WARREN	MI 48093 5862681200		BOB BARNES-CEO
BELLE TIRE	24355 HOOVER RD	WARREN	MI 48089 5867591400	8107594750	BOB BARNES-CEO
GOODYEAR AUTO SERVICE CTR	8038 E 12 MILE RD	WARREN	MI 48093 5865734900	8105730340	BARRY DUCHARME-MGR
BELLE TIRE	39 N TELEGRAPH	WATERFORD	MI 48328 2486810300	2487381547	BOB BARNES-CEO
BELLE TIRE	5289 DIXIE HWY	WATERFORD	MI 48327 2486239559	2486238604	BOB BARNES-CEO
GOODYEAR AUTO SERVICE CTR	525 ELIZABETH LAKE RD	WATERFORD	MI 48328 2486812060	2484549539	
LIBERTY TIRE & AUTO CARE	6485 COOLEY LAKE RD	WATERFORD	MI 48327 2486819710	2486819760	TODD S GULICK
WINGFOOT COMMERCIAL TIRE	1222 INGLE ROAD	WAYLAND	MI 49348 6168779981	6168770096	LYNN WEBSTER-MANAGER
BELLE TIRE	5705 W MAPLE RD	WEST BLOOMFIELD	MI 48322 2488514600	2488514145	BOB BARNES-CEO
BELANGER TIRE AND AUTO	35235 WEST WARREN	WESTLAND	MI 48185- 7347211810	7347210090	KENNETH C BELANGER-PRES
BELLE TIRE	1528 S WAYNE RD	WESTLAND	MI 48186 7347285477	7347285512	BOB BARNES-CEO
BELLE TIRE	9201 HIGHLAND RD	WHITE LAKE	MI 48383 2486980800	2486981970	BOB BARNES-CEO
SENG TIRE INC	48700 TWELVE MILE RD	WIXOM	MI 48393 2483489699	2483482280	MARTIN SENG-PRES
BELLE TIRE	23901 ALLEN RD	WOODHAVEN	MI 48183 7346768244	3138340756	BOB BARNES-CEO
BELLE TIRE CO #31	3776 11TH ST	WYANDOTTE	MI 48192- 7343244800	7343244990	BOB BARNES-CEO

5



State of Michigan
Authorized Dealers

HI TECH AUTO SERVICE	2290 28TH ST SW	WYOMING	MI 49509 6165349740	6165341644	RICK L MENDLER JR-OWNER
HI-TECH SERVICE	2290 28TH ST SW	WYOMING	MI 49509 6165349740	6165341644	A J FAUGHT-PRES
LAKE TIRE SERVICE	5750 CLAY AVE SW	WYOMING	MI 49548 6162578850	6162578854	HENRY KAPPEL-PRESIDENT
RONDA TIRE	1335 GODFREY	WYOMING	MI 49509 6164931637	6164566176	DAVE RONDA
WHOLESALE TIRE CTR CO	2885 CLYDON AVE	WYOMING	MI 49519 6162492286	6162492286	THOMAS GEIGER-OWNER
BELLE TIRE	3250 CARPENTER RD	YPSILANTI	MI 48197 7349738677	7349736790	BOB BARNES-CEO

(6)